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Patent Assignment Details

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Reel/Frame: [019582/0581](#)

Pages: 3

Recorded: 07/20/2007

Attorney Dkt #: 290627US8PCT

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Total properties: 1

1	Patent #: NONE	Issue Dt:	Application #: 10500158	Filing Dt: 01/27/2005
	Publication #: US20050122393	Pub Dt: 06/09/2005		
	Title: Audio visual media encoding system			

Assignor

1 [TANDBERG TELECOM AS](#)

Exec Dt: 06/18/2007

Assignee

1 [TANDBERG NZ LIMITED](#)CORE SERVICES BUILDING, WAIKATO INNOVATION PARK, RUAKURA ROAD
HAMILTON, NEW ZEALAND

Correspondence name and address

OBLON, SPIVAK, MCCLELLAND, MAIER & NEUST
1940 DUKE STREET
ALEXANDRIA, VA 22314

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350. v.2.0.1
Web interface last modified: April 20, 2007 v.2.0.1

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Reel/Frame: [019175/0810](#)

Recorded: 04/17/2007

Pages: 3

Attorney Dkt #: 290627US8PCT

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Total properties: 1

1 Patent #: NONE Issue Dt: Application #: 10500158 Filing Dt: 01/27/2005
Publication #: [US20050122393](#) Pub Dt: 06/09/2005
Title: Audio visual media encoding system

Assignor

1 [TANDBERG NZ LIMITED](#)

Exec Dt: 03/28/2007

Assignee

1 [TANDBERG TELECOM AS](#)
PHILIP PEDERSEN VEI 22
LYSAKER N-1366, NORWAY

Correspondence name and address

OBLON, SPIVAK, MCCLELLAND, MAIER, ET AL
1940 DUKE STREET
ALEXANDRIA, VIRGINIA 22314

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Reel/Frame: [019162/0198](#)

Pages: 2

Recorded: 04/12/2007

Attorney Dkt #: 29067US8PCT

Conveyance: CHANGE OF NAME (SEE DOCUMENT FOR DETAILS).

Total properties: 1

1	Patent #: NONE	Issue Dt:	Application #: 10500158	Filing Dt: 01/27/2005
	Publication #: US20050122393	Pub Dt: 06/09/2005		
	Title: Audio visual media encoding system			

Assignor

1 [ECTUS LIMITED](#)

Exec Dt: 11/16/2005

Assignee

1 [TANDBERG NZ LIMITED](#)

CORE SERVICES BUILDING
WAIKATO INNOVATION PARK, RUAKURA ROAD
HAMILTON, NEW ZEALAND

Correspondence name and address

OBLON, SPIVAK, MCCLELLAND, MAIER & NEUST
1940 DUKE STREET
ALEXANDRIA, VA 22314

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Patent Assignment Details

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Reel/Frame: [016678/0764](#)

Pages: 17

Recorded: 08/26/2005

Attorney Dkt #: 4739-001

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Total properties: 1

1 Patent #: NONE Issue Dt: Application #: 10500158 Filing Dt: 01/27/2005
Publication #: [US20050122393](#) Pub Dt: 06/09/2005
Title: Audio visual media encoding system

Assignor

1 [WAIKATOLINK LIMITED](#)

Exec Dt: 06/08/2004

Assignee

1 [ECTUS LIMITED](#)

WAIKATO INNOVATION PARK, RUAKURA ROAD
CORE SERVICES BUILDING
HAMILTON, NEW ZEALAND

Correspondence name and address

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1700 DIAGONAL ROAD
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ALEXANDRIA, VA 22314

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Patent Assignment Details

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Reel/Frame: 016669/0001

Pages: 18

Recorded: 08/25/2005

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Total properties: 1

1	Patent #: NONE	Issue Dt:	Application #: 10500158	Filing Dt: 01/27/2005
	Publication #: <u>US20050122393</u>	Pub Dt: 06/09/2005		
	Title: Audio visual media encoding system			

Assignor

1 WAIKATO, THE UNIVERSITY OF

Exec Dt: 06/08/2004

Assignee

1 WAIKATOLINK LIMITED
WAIKATO INNOVATION PARK
RUAKURA ROAD
HAMILTON, NEW ZEALAND

Correspondence name and address

LOWE HAUPTMAN & BERNER, LLP
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ALEXANDRIA, VA 22314

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DATED

8 June

2004


BETWEEN: The University of Waikato

A N D: WaikatoLink Limited ✓

Original sighted
certified true c.

A N D: Robert Mark Topping
Mari Ann Moss
Peter Philip Moodie ✓
Craig Cockerton ✓
David Louis Hunt ✓
Ross Albert Dewstow ✓
and
Patrick Mathias Kunz ✓

David James Tobin
Solicitor
Auckland


28/9/2004

DEED RECORDING ASSIGNMENTS

OF

INTELLECTUAL PROPERTY RELATING TO WICeD TECHNOLOGY

NORRIS WARD MCKINNON
L A W Y E R S

7th Floor WEL Energy House
Cnr Victoria & London Streets
Private Bag 3098
DX GP20022
Hamilton
New Zealand


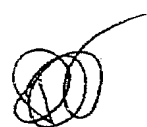



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Schedule A: Shares of Contributing Researchers	
Schedule B: Definition of Part A Intellectual Property and related definitions	
Schedule C: Definition of Part B Intellectual Property	



THIS DEED is made the

8th

day of

June

2004

PARTIES

1. **The University of Waikato**, a tertiary institution pursuant to the Education Act 1989 ("Assignor")
2. **WaikatoLink Limited** a duly incorporated company having its registered office at Hamilton ("WLL")
3. **Robert Mark Topping** of Hamilton.
4. **Mari Ann Moss** of Hamilton.
5. **Peter Philip Moodie** of Hamilton.
6. **Craig Cockerton** of Hamilton.
7. **David Louis Hunt** of Hamilton.
8. **Ross Albert Dewstow** of Hamilton.
9. **Patrick Mathias Kunz** of Hamilton.

(the 3rd to 9th parties are jointly and severally referred to as the "Contributing Researchers")

BACKGROUND

- A. The Assignor is the owner of the Intellectual Property, and the Contributing Researchers are employees of the Assignor and have worked on the development of the Part A Intellectual Property comprising same.
- B. The Assignor and the Contributing Researchers have previously agreed ("Arrangement") that:
 - the Contributing Researchers have settled any benefit claim or entitlement that the Contributing Researchers had or may have had arising out of their conditions of employment with the Assignor and relating to the development of the Part A Intellectual Property
 - the Assignor would assign to the Contributing Researchers collectively a 50% ownership in the Part A Intellectual Property
 - the date of such agreement and therefore the date on which the Contributing Researchers collectively had equitable ownership of and were entitled to call for assignment to them collectively of 50% of the ownership interest in the Part A Intellectual Property, was on or before 1st January 2001 and the valuation of such interest would be fixed at such date
 - the Assignor would formally make such assignment to the Contributing Researchers at their request and pending such a request would hold the ownership in the Part A Intellectual Property in trust for the Contributing Researchers

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- as between the Contributing Researchers, their individual share of the 50% of the Part A Intellectual Property would be determined amongst themselves based upon their individual contributions to the development of the Part A Intellectual Property
- C. A joint venture company Ectus Limited ("Company") has been incorporated to commercialise the Technology.
- D. A venture capital company, Endeavour I-Cap Nominees Limited ("EIC") has agreed to invest in the Company in return for a 41.9% shareholding in such company.
- E. In view of:
- the establishment of the Company
 - the intention of the Assignor to transfer its 50% share of the Part A Intellectual Property to WLL who in turn will assign it to the Company for a 26.7% shareholding in the Company
 - the intention of the Assignor as proprietor of the Part B Intellectual Property is to transfer all (i.e. 100%) of the Part B Intellectual Property to WLL who in turn will licence it to the Company
 - the pending entry of EIC into the Company as 41.9% shareholder
 - the wish of the Contributing Researchers to take up a 31.4% shareholding entitlement in the Company in consideration of the transfer of their 50% share in Part A Intellectual Property to the Company

the Contributing Researchers have now called upon the Assignor to formally document the transfer of the Part A Intellectual Property pursuant to the Arrangement in order to facilitate the issue of 31.4% of the shares in the Company to the Contributing Researchers in accordance with the percentages set out in Schedule A.

- F. Having regard to these background recitals, and immediately following the entry of EIC into the Company, the parties intend that the shareholdings in the Company will be:
- a. EIC will hold 41.9%;
 - b. WLL will hold 26.7% as the Assignor's wholly owned operating subsidiary;
 - c. the Contributing Researchers will hold 31.4%;
- G. As a consequence, the Assignor is now formally documenting:
- a. the assignment by it to the Contributing Researchers of their 50% ownership interest in the Part A Intellectual Property in order that they can obtain 31.4% of the shares in the Company, being divided between each of them as they have mutually determined and as recorded in Schedule A;
 - b. the assignment of the balance of its interest in the Part A Intellectual Property to WLL, with the direction that WLL will in turn assign same to the Company for the purposes of commercialising the Technology;

[Handwritten signatures and initials]

[Initials]

[Signature]

[Signature]

[Signature]

- c. the assignment of all of its interest in the Part B Intellectual Property to WLL, with the direction that WLL will in turn licence same to the Company for the purposes of commercialising the Technology,

upon the terms and conditions set out in this Deed.

- H The Contributing Researchers each acknowledge that they have no right title or interest in or to the Part B Intellectual Property.

OPERATIVE PART

1. Definitions and interpretation

- 1.1 In this Deed, including the Background recitals and the Schedules, unless the context otherwise admits or requires:

"Arrangement" means the agreements and understandings reached and recorded between the Assignor and the Contributing Researchers in background recital B to this Deed.

"Assignees" means WLL and the Contributing Researchers as assignees pursuant to this Deed.

"Assignor" means The University of Waikato.

"Company" means Ectus Limited, which is to be the joint venture company between WLL, the Contributing Researchers, EIC, and with a 10% shareholding reserved for a staff pool.

"Deed" means this deed.

"EIC" means Endeavour I-Cap Nominee Limited.

"Intellectual Property" means the Part A Intellectual Property and the Part B Intellectual Property.

"Part A Intellectual Property" means the intellectual property described in Schedule B.

"Part B Intellectual Property" means the intellectual property described in Schedule C.

"Technology" means the technology defined in Schedule B.

- 1.2 In this Agreement reference to:

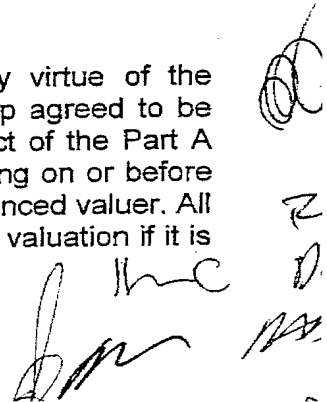
- (a) the plural includes reference to the singular, and vice versa;
- (b) any statutory provision will include any statutory provision which amends or replaces it and any subordinate legislation made under it; and
- (c) "person(s)" means a reference to any natural or artificial person.

Headings inserted in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

2. Background recitals

2.1 The parties each record the truth and accuracy of the Background recitals.

3. Assignment and Arrangement

- 3.1 By way of implementation of the Arrangement and to perfect their existing equitable ownership, the Assignor assigns to the Contributing Researchers collectively, effective as at the date of this Deed, a 50% ownership interest in the Part A Intellectual Property with each Contributing Researcher having an individual share in that 50% ownership interest as is now set out in Schedule A.
- 3.2 In consideration of \$1.00 paid by WLL to the Assignor (receipt of which is acknowledged), the Assignor assigns to WLL its remaining 50% ownership interest in the Part A Intellectual Property, effective as at the date of this Deed conditional upon and subject to the direction that WLL will in turn assign such interest onto the Company in consideration of being issued with 26.7% of the shares in the Company.
- 3.3 In consideration of \$1.00 paid by WLL to the Assignor (receipt of which is acknowledged) the Assignor assigns to WLL all its ownership interest in the Part B Intellectual Property, effective as at the date of this Deed conditional upon and subject to the direction that WLL will in turn licence the Part B Intellectual Property onto the Company.
- 3.4 The Assignor will co-operate to furnish the Assignees or WLL (in respect of the Part B Intellectual Property) to a reasonably necessary extent (and at the cost of the party comprising the Assignees or WLL, as applicable, that makes the request) with full details of and relating to the Intellectual Property, including the circumstances of invention, creation and design and where possible all original versions of such Intellectual Property.
- 3.5 The Contributing Researchers acknowledge that:
- (a) the Assignor is responsible for any tax, use of money interest or penalties that may be assessed by the Inland Revenue Department on the assignment of the Part A Intellectual Property based on its value as at the effective date of the Arrangement (being on or before 1st January 2001);
 - (b) the Assignor is not responsible for any tax, use of money interest or penalties (other than pursuant to (a) above) that may be assessed against the Contributing Researchers by the Inland Revenue Department, on the basis that after such date the Assignor had no knowledge of the intention of the Contributing Researchers in relation to the Intellectual Property.
- 3.6 The Contributing Researchers acknowledge that the Arrangement was and remains a fair and equitable full and final settlement in discharge of all obligations or liabilities that the Assignor had or may have to the Contributing Researchers under the Assignor's policies and procedures for sharing the benefits of the Intellectual Property with the staff that developed it and that the arrangement recorded and envisaged by this deed are also fair and reasonable.
- 3.7 The Assignor and each of the Contributing Researchers has, by virtue of the Arrangement, the right to call for the value of the right of ownership agreed to be assigned by the Assignor to the Contributing Researchers in respect of the Part A Intellectual Property as at the effective date of the Arrangement (being on or before 1st January 2001) to be determined by a suitably qualified and experienced valuer. All the parties to this Deed will bear an equal share of the cost of such a valuation if it is called for.
- 

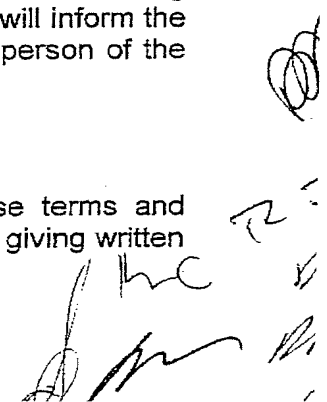
4. Execution of documents

- 4.1 The Assignor will, at the expense of the Assignees (and subject to any reasonable indemnities of substance being first provided if requested by the Assignor), in respect of the Intellectual Property in New Zealand or any other country:
- (a) apply for, and obtain or (if the Assignees reasonably require) join with the Assignees in applying for, intellectual property protection of the Intellectual Property with the understanding and the intention that all interest in any application and any granted protection is to vest in accordance with the then ownership of the Part A and Part B Intellectual Property (as applicable and to which this further protection relates) at such time; and
 - (b) execute documents and do all acts necessary to:
 - (i) ensure the applying for and obtaining of any intellectual property protection; and
 - (ii) vest any intellectual property protection in the Assignees.

5. Confidentiality

- 5.1 The parties each agree that, subject to the rights of the Assignees to deal with the Intellectual Property, as contemplated by this Deed, all information relating to the Intellectual Property, the terms and conditions of this Deed, and any other information which by designation or by its nature will be treated as confidential (such being referred to in this clause as "Confidential Information"), provided or disclosed by one party (in this clause called the "Disclosing Party") to the other party (in this clause called the "Recipient") is confidential, whether oral, written or embodied in other physical form, except that information is not to be considered confidential if the Recipient proves that the information:
- (a) was already substantially known to the Recipient on the date of its receipt from the Disclosing Party;
 - (b) was substantially in the public domain on the date of its receipt from the Disclosing Party; or
 - (c) had substantially entered the public domain after the date of its receipt from the Disclosing Party other than by unauthorised disclosure by the Recipient or any other person.
- 5.2 The Recipient will not disclose Confidential Information received from the Disclosing Party, in whole or in part, to any third person except as approved in writing by the Disclosing Party or where necessary to carry out the terms of this Deed. The Recipient will not have the right to use or disclose Confidential Information disclosed by a Disclosing Party except in furtherance of the terms of this Deed. Before making a disclosure of Confidential Information to a third person, the Recipient will inform the Disclosing Party of its intention to disclose and will inform such third person of the confidentiality obligations under this Deed.

6. Dispute resolution

- 6.1 In the event of any dispute between the parties in relation to these terms and conditions the parties will first seek to resolve such dispute by promptly giving written
- 

notice of the dispute to the other party and in good faith endeavouring to resolve such dispute.

- 6.2 If the dispute remains unresolved the parties will then seek a resolution through the use of mediation or other informal methods of resolution. If the matter remains unresolved the parties will pursue a resolution through the use of arbitration prior to seeking resolution through the New Zealand Courts.

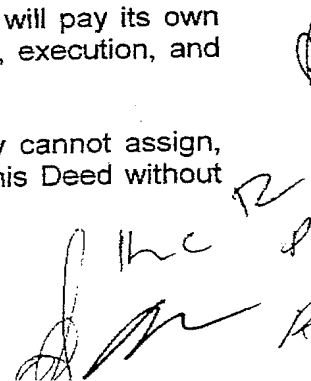
7. Governing law

- 7.1 This Deed will be governed by New Zealand law and is deemed to have been made in New Zealand and except where the matter is determined by arbitration or other informal dispute resolution methods as prescribed in clause 6 is subject to the non-exclusive jurisdiction of the New Zealand Courts but on points of patent, trade mark or copyright law or procedure is to be governed by the law of the country granting the patent or trade mark registration or copyright protection.

8. Notices

- 8.1 All notices or other communications to be given under this Deed will be given at the recipient's last known address.

9. Miscellaneous

- 9.1 *Amendments:* Except as otherwise expressly provided in this Deed, no amendment to this Deed will be effective unless it is in writing and signed by both parties.
- 9.2 *Severability:* Should any part or provision of this Deed be held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provision will be replaced with a provision which accomplishes, to such extent as possible, the original business purpose of the part or provision in a valid and enforceable manner, and the remainder of the Deed will remain binding on the parties.
- 9.3 *Waiver:* No exercise or failure to exercise or delay in exercising any right or remedy will constitute a waiver by that party of that or any other right or remedy available to it.
- 9.4 *Survivorship:* Termination of this Deed for any reason will not affect such rights and obligations of the parties as are intended to survive the termination.
- 9.5 *Further assurances:* The parties will execute and deliver all documents and do all things necessary for the proper and complete performance of their respective obligations under this Deed.
- 9.6 *No merger.* The agreements, obligations and warranties contained in this Deed will not merge on settlement but will remain in full force and effect.
- 9.7 *Expenses:* Except as otherwise provided in this Deed, each party will pay its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this Deed.
- 9.8 *Assignment:* Unless expressly contemplated by this Deed, a party cannot assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of each other party.
- 

9.9 *Consents:* Any consent referred to in, or required under, this Deed from any party may not be unreasonably withheld, unless this Deed expressly provides for that consent to be given in that party's absolute discretion.

9.10 *Counterparts:* This Deed may be executed in counterparts (which may be facsimile copies) and all of which, when taken together constitute the one document.

Handwritten signatures and initials in the bottom right corner, including a large signature, the initials "HC", and other illegible marks.

Schedule A: Shares of the Contributing Researchers

(Attached)

Schedule B: Definition of Part A Intellectual Property and related definitions

(Attached)

Schedule C: Definition of Part B Intellectual Property

(Attached)

EXECUTED AS A DEED.

SIGNED by the duly authorised signatory
for **The University of Waikato**
in the presence of:

Witness' signature: _____

Witness' name: _____

Occupation: _____

Address: _____

[Signature]

[Signature]

Judy Carmichael

Personal Assistant

Hamilton

SIGNED by **WaikatoLink Limited** by:

Director's signature

Director's signature

Director's full name (please print)

Director's full name (please print)

[Signature]
Director
Ver
Hamilton

Gdard JALEY

Inc

[Signature]

SIGNED by
Robert Mark Topping as a Contributing
Researcher
in the presence of:

R - M

Witness' signature: [Signature]

Witness' name: D MacGibish

Occupation: Vet

Address: Hamilla

SIGNED by
Mari Ann Moss as a Contributing
Researcher
in the presence of:

R - M

R.M. TOPPING AS HER POW
OF ATTORNEY

Witness' signature: [Signature]

Witness' name: D MacGibish

Occupation: Vet

Address: Hamilla

SIGNED by
Peter Philip Moodie as a Contributing
Researcher
in the presence of:

[Signature]

Witness' signature: [Signature]

Witness' name: D MacGibish

Occupation: Vet

Address: Hamilla

HC
R =
DC
MA
F

SIGNED by
Craig Cockerton as a Contributing
Researcher
 in the presence of:

)
) *Mr Cockerton*
)
) *Kathryn Mary Cockerton*
) *as Power of Attorney*
) *for Craig Cockerton*

Witness' signature: *[Signature]*

Witness' name: *D Macdonald*

Occupation: *Vet*

Address: *Hamilton*

SIGNED by
David Louis Hunt as a Contributing
Researcher
 in the presence of:

)
) *DLH*
)
)
)

Witness' signature: *[Signature]*

Witness' name: *D Macdonald*

Occupation: *Vet*

Address: *Hamilton*

SIGNED by
Ross Albert Dewstow as a Contributing
Researcher
 in the presence of:

)
) *RD*
)
)
)

Witness' signature: *[Signature]*

Witness' name: *D Macdonald*

Occupation: *Vet*

Address: *Hamilton*

[Handwritten marks and signatures at bottom right]

SIGNED by
Patrick Mathias Kunz as a Contributing
Researcher
in the presence of:

Patrick Kunz

Witness' signature: [Signature]

Witness' name: Patrick Kunz





Occupation: Vol

Address: Hamilton

[Signature]
R-
mc
[Signature]
MK

SCHEDULE A



Robert Mark Topping:	9.23%
Mari Ann Moss:	5.54%
Peter Philip Moodie:	5.54%
Craig Cockerton:	5.54%
David Louis Hunt:	3.33%
Ross Albert Dewstow:	1.11%
Patrick Mathias Kunz:	1.11%


R-
hc




SCHEDULE B**Definition of Part A Intellectual Property and Related Definitions**

"Part A Intellectual Property" shall refer to all of the following:

- (a) Patents;
- (b) Registered Trade Marks;
- (c) Unregistered Trade Marks;
- (d) All other IPRs in the Technology excluding only the Part B Intellectual Property;
- (e) The web address WICed.biz;
- (f) Processes and methods, namely:
 - (i) Processes for participatory design and management developed by Mari Ann Moss;
 - (ii) The "cut-down" video editing technique including Perl Code, process guidelines and techniques; and
 - (iii) The On-line Future workshop concept and implementation within Web Crossing.
- (g) Copyright, namely:
 - (i) Copyright in all materials developed around the WICeD program, products and services;
 - (ii) The right to use and re-develop the Guide to Classforum video;
 - (iii) All existing image libraries and graphics relating to the WICeD program and products;
 - (iv) The content of the WICeD Website located at the web address www.WICeD.biz as at the effective date of this deed;
 - (v) All print based documentation surrounding WICeD and its products; and
 - (vi) all other copyright works relating to the invention(s) described in the PATENTS and the programs, products and services known as WICeD, WAY, PLACE and VICE.
- (h) all IPRs relating to the PLACE/ClassForum program(s), including:
 - (i) The Maori translation;
 - (ii) The concepts and Code surrounding data-mining techniques for assessment and evaluation of students;
 - (iii) All Code for Web Crossing and all Code written on top of Web Crossing in Web Crossing Template Language (WCTL) and Web Crossing Java Script (WCJS); and
 - (v) The on-line reflective journal.
- (i) all IPRs relating to the 3D CD Projects including Polycom Video Conference Training tool Code in Shockwave, but excluding the Part B Intellectual Property.
- (j) All Code and other IPRs associated with the VICE program.


KLC

D
M

Related Definitions (in alphabetical order)

"Inventors" means Robert Mark Topping, Mari Ann Moss, Peter Philip Moodie, Craig Cockerton, David Louis Hunt, Ross Albert Dewstow, Patrick Mathias Kunz, and Robert Isler.

"IPRs" means all intellectual property and proprietary rights and interests (including all statutory and common law rights and interests attaching to such rights and interests, the right to sue for past infringements and the right to retain all remedies including damages obtained as a result of such action) throughout the world including:

- (a) patents, trade marks, service marks, domain names, copyright, registered designs, trade names, symbols and logos;
- (b) patent applications and applications to register trade marks, service marks and designs; and
- (c) know-how, trade secrets and other confidential and proprietary information.

"Patents" means the following patent applications together with any Letters Patent granted upon such applications and all associated rights (as more fully described in Schedule 1):

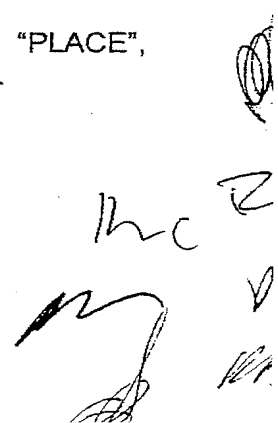
- (a) New Zealand Patent Application No. 520986
Filing Date: 23 August 2002
Title: Audiovisual Media Encoding System
- (b) PCT Patent Application No. PCT/NZ03/00187
Filing Date: 21 August 2003
Title: Audio Visual Media Encoding System.

"Registered Trade Marks" shall refer to New Zealand Trade Mark Registration Nos. 643881-643886 WICeD in classes 9, 16, 35, 38, 41 & 42 (as more fully described in Schedule 2).

"Technology" means the WICeD e-learning software products and services developed by the University of Waikato and the Inventors and known as:

- (a) WAY (consultancy, training and support software);
- (b) PLACE (learning management software);
- (c) VICE (streaming media software);
- (d) ClassForum software; and
- (e) 3D CD Project.

"Unregistered Trade Marks" shall refer to the common law marks: "WAY", "PLACE", "VICE", "CD Drives" and "CLASSFORUM" (as more fully described in Schedule 3).



SCHEDULE C

Definition of Part B Intellectual Property

"Part B Intellectual Property" means all IPRs relating to the 3D CD Drives program, including:

- (a) the Code (including copyright therein), technical information and know-how for producing the video, 3D dash and all macromedia Code for display of video in windscreen and mirrors within the CD Drives program;
- (b) Know-how to produce the equipment setup in the car;
- (c) CD drives dashboard graphics;
- (d) Script as implemented in "cd drives real world simulator – version 1";
- (e) Eye-scanning simulation module – demonstrations; and
- (f) Existing video film footage as stored in the ITS tape library.

[Handwritten signatures and initials in the bottom right corner, including "mc", "Dr", and "RM"]